

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Yvette Simpson Debtor(s) NewRez LLC d/b/a Shellpoint Mortgage Servicing Movant vs. Yvette Simpson Debtor(s) Kenneth E. West Trustee		CHAPTER 13 NO. 18-18443 MDC 11 U.S.C. Section 362
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**MOTION OF NewRez LLC d/b/a Shellpoint Mortgage Servicing
FOR RELIEF FROM THE AUTOMATIC STAY
UNDER SECTION 362**

1. Movant is NewRez LLC d/b/a Shellpoint Mortgage Servicing.
2. Debtor(s) is/are the owner(s) of the premises 208 Walnut Street, Morton, PA 19070, hereinafter referred to as the mortgaged premises.
3. Movant is the holder of a mortgage, original principal amount of \$85,500.00 on the mortgaged premises that was executed on November 07, 2005. The Mortgage has been assigned as follows: Citimortgage, Inc. Successor by Merger to ABN AMRO Mortgage Group, Inc., to Green Tree Servicing LLC, a Delaware Limited Liability Company recorded on June 20, 2019 in Delaware County.
4. Kenneth E. West, is the Trustee appointed by the Court.
5. The commencement and/or continuation of the mortgage foreclosure proceedings by reason of non-payment of monthly mortgage payments were stayed by the filing of a Chapter 13 Petition in Bankruptcy by the Debtor(s).
6. Debtor(s) has/have failed to make the monthly post-petition mortgage payments in the amount of \$798.20 for the months of September 2021 through December 2021 and \$852.39 for the months of January 2022 through August 2022. The debtor's suspense balance is \$615.69.
7. The total amount necessary to reinstate the loan post-petition is \$9,396.23.
8. Movant is entitled to relief from stay for cause.

9. Movant further seeks relief in order to, at its option, offer, provide and enter into any potential forbearance agreement, loan modification, refinance agreement or other loan workout/loss mitigation agreement. Movant may contact Debtor(s) via telephone or written correspondence to offer such an agreement. Any such agreement shall be non-recourse unless included in a reaffirmation agreement.

11. This motion and the averments contained therein do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this motion, including fees and costs, due under the terms of the mortgage and applicable law.

WHEREFORE, Movant prays that an Order be entered modifying the Stay and permitting Movant to proceed with its mortgage foreclosure on the mortgaged premises, and to allow the Sheriff's Grantee to take any legal action to enforce its right to possession of the mortgage premises. Further, Movant prays that an Order be entered awarding Movant the costs of this suit, reasonable attorney's fees in accordance with the mortgage document and current law together with interest.

/s/ Rebecca A. Solarz, Esq.

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